

## **County Primary Healthcare Contract with Bond Community Health Center, Inc. for Women's and Children's Healthcare Services**

This Agreement dated this 20th day of September, 2005, by and between LEON COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and Bond Community Health Center, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the Board has identified the need to further the provision of primary and specialized healthcare services to the citizens of our community; Services to include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing management of the healthcare needs of registered clients; and

WHEREAS, the CareNet group of providers, including Neighborhood Health Services, Bond Community Health Center, Inc., the Capital Medical Society, the FAMU College of Pharmacy, Tallahassee Memorial Healthcare, Tallahassee Community Hospital and Leon County Health Department have provided primary and specialty healthcare services to the citizens of Leon County in a coordinated fashion for a number of years; and

WHEREAS, the Board has determined that a great need for women's and children's healthcare in our community exists above the current level of services offered by the CareNet partners at their current levels of funding and participation; and

WHEREAS, the Board has found it in the best interest of Leon County to dedicate funding for the expansion of the existing CareNet program to service the community's additional need for women's and children's healthcare services, and

WHEREAS, the CareNet group of providers have agreed to work cooperatively with the Board to meet that additional community need for women's and children's healthcare services.

NOW, THEREFORE, the parties hereto agree as follows:

### **Section 1: Clients To Be Served**

The contractor hereby agrees to serve the following residents of the county with the following restrictions:

1. Eligibility for services under this contract shall be limited to those residents of Leon County with net incomes less than 200% of the most current federal poverty levels established by the U.S. Office of Management and Budget, who seek women's and children's medical care and who, initially, have no health insurance. Residents with net incomes between 100 and 200% federal poverty level shall be charged a sliding scale rate.

2. No fees of any kind shall be collected for registered comprehensive healthcare clients who are below 100% of the most current federal poverty levels.
3. Clients who are not currently receiving Medicaid or Healthy Kids, or any other state or federal program, and who appear to meet the income and categorical eligibility requirements of Medicaid or Healthy Kids, should be strongly encouraged to pursue obtaining eligibility for those programs.
4. The contractor will determine eligibility for enrollment into primary and specialty care. Eligibility will be determined at least annually. A client shall be allowed, however, to request determination of eligibility after submitting verified confirmation of changes to his/her income.
5. The contractor will abide by HIPPA policies and procedures established for the Primary Health Care Program as related to the processing of client's medical information of the women's and children's healthcare program.

**Section 2: Services to be offered per this contract by Contractor:**

1. The Contractor shall provide women's and children's specialty healthcare services to qualifying recipients.

**Section 3: Reports to be performed by Contractor:**

1. The Contractor must submit a monthly invoice (Exhibit A) to the County on or before the 15<sup>th</sup> day of the month. The invoice should be sent to the following address to the attention of the "Uninsured Healthcare Program Administrator"

Leon County Health and  
Human Services Division  
918 Railroad Ave.  
Tallahassee, FL 32301

2. The Contractor must submit the required attachments as designated in the monthly invoice (please see Attachment A). These attachments shall at a minimum contain the following information:
  - A) A comprehensive list of all clients registered during the month to include the unique client identification number and program start date.
  - B) Number of total patients (seen by contractor entirely) and total patient encounters per month.
  - C) Number of new and existing Women's Health program patients and number of new and existing Women's Health program patient encounters per month.
  - D) Total amount of sliding scale fee revenues collected specifying the number of patients from which it was collected.

3. The Contractor will provide a Client Satisfaction Survey to randomly sample a minimum of 20 women's and children's care clients seen during each quarter of the contract period. This survey shall be similar to the one delineated in the contract between the Leon County Health Department and the contractor (Please See Attachment B). Completed forms will be forwarded to the county contract manager, as part of the Quarterly Progress Report.
4. Annually, the Contractor will submit a final report that provides a detailed summary of all expenditures utilizing the funds from this contract. The annual report will also comprehensively detail the amount of new women and children patients as compared to overall patients served by the contractor and the types of service performed in the reporting year. The report will also compare the current period against measures from previous years.

#### **Section 4: Audits, Records, and Records Retention:**

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, time sheets, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County subject to HIPPA.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as the records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

### **Section 5: Monitoring:**

The Contractor agrees:

1. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.
2. Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive direction of the County, result in any one or any combination of the following: (a) the provider being deemed in breach or default of this contract; (b) the withholding of payments to the Contractor by the County; and (c) the termination of this contract for cause.

### **Section 6: Payment:**

1. Payment shall be made by the County upon receipt of valid invoice by Contractor at a monthly rate equal to no more than one thirty-sixth (1/36) of the following total contractual amount: \$1,051,233.00 for a period of thirty six (36) months. The contractual amounts which follow are based upon the following line items for a twelve months period.

#### **Women's and Children's Health Care Services:**

OB/GYN Physician (12 Hrs / Wk)	@ \$180 per Hour:	\$ 112,320
Pediatrician (2 days / wk)	@ \$110 per Hour:	\$ 91,520
1.0 FTE LPN		\$ 30,000
1.0 FTE Prenatal Case Manager		\$ 30,000
1.0 FTE Community Liaison/Outreach Person		\$ 27,000
On Call Coverage		\$ 59,571

The specialty physicians contracted hereunder shall have admitting privileges at Tallahassee Memorial Hospital and/or Capital Regional Medical Center, or both, and shall have back-up coverage.

2. The payment shall be made by the County within 30 days of receipt and approval by the County of a monthly invoice (Exhibit A). The monthly invoice is to be completed and submitted by the Contractor to the County.
3. No line item (as identified in paragraph 1 above) payment shall be made until such time as the staff members identified in Section 6 of this contract are hired by the Contractor.

Similarly, no payment shall be made if the required monthly reports, as delineated in Section 3 of this contract, are not attached to the monthly invoice appropriately.

**Section 7: Sliding Scale Fees:**

Sliding scale fees shall be charged to qualifying patients who are above 100% and at or below 200% of federal poverty levels.

**Section 8: Term:**

The length of this contract shall be for a term of thirty-six months beginning on October 1, 2005 and ending on September 30, 2008.

**Section 9: Hold Harmless:**

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

**Section 10: Termination**

1. The County may terminate this contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the Contractor.
2. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the contractor or due to the discovery of noncompliance with any item detailed within the sections of this contract.

**Section 11: Revisions**

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this contract if revision of any applicable laws or regulations make changes in this contract necessary.

**Section 12: Construction**

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

**Section 13: Budget**

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

**Section 14: Status**

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

**Section 15: Assignments**

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

**Section 16: Public Entity Crimes Statement**

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

**Section 17: Contractor's Responsibility**

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this agreement.

**WHERETO, the parties have set their hands.**

**CONTRACTOR**

**BOND COMMUNITY HEALTH CENTER, INC.**

**BY:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LEON COUNTY, FLORIDA**

**BY:** \_\_\_\_\_

**Cliff Thael, Chairman  
Board of County Commissioners**

**DATE:** \_\_\_\_\_

**ATTEST:  
BOB INZER, CLERK OF COURT  
LEON COUNTY, FLORIDA**

**By:** \_\_\_\_\_

**APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE**

**By:** \_\_\_\_\_  
**Herbert W.A. Thiele, Esq.  
County Attorney**

**Attachments:  
Attachment A  
Attachment B**